

DOCUMENT

IN RELATION TO THE CLAIM OF DAVID MYERLE.

MAY 13, 1848.

Ordered to lie on the table, and be printed.

To the honorable the Senate of the United States :

The answer of David Myerle to the memorial of Messrs. Montmollin & Cornwall, lately referred to the Committee on Naval Affairs, respectfully represents :

That this respondent knows nothing of any transactions between *John Myerle* and Messrs. Montmollin & Cornwall, and cannot therefore state whether the facts set forth in their memorial, above referred to, in relation to the said John Myerle, be true or not ; but, as he presumes that the said memorialists allude to him, he will endeavor to answer the allegations of the memorial.

On the 20th day of March, 1840, this respondent made a contract with Mr. Paulding, then Secretary of the Navy, to furnish two hundred tons of American water-rotted hemp—subsequently extended to five hundred tons—for the use of the navy, and for which this respondent was to receive \$300 per ton ; and some time in the month of August following he had his first interview with the memorialists.

The memorialists represent, in their said memorial, that this respondent informed them “that *he would obtain a contract* from the Secretary of the Navy” for water-rotted hemp, provided “he could get any one to advance him \$3,000, which would be sufficient for the purpose ;” and “upon their agreeing to furnish that amount, this respondent” afterwards “made contracts with the Secretary of the Navy.” These allegations are erroneous, for, in truth, he had obtained the contract to furnish two hundred tons of hemp from Mr. Paulding about five months before he became acquainted with the memorialists. They state, also, that they entered into a written contract with this respondent, by which they were “to have only a reasonable commission and compensation for their services, to control the whole proceeds of the operation,” and that, under the said contract, they are entitled to a lien on all the claims this respondent derived under and by virtue of his contracts with the Secretary of the Navy. How far these allegations are correct, will be seen by an inspection of the contract above referred to, a copy of which is here produced as a part of this answer, (marked A.)

That contract, which is dated on the 25th day of August, 1840, stipulates that the said memorialists were to advance to this respondent \$5,000, in sixty days from the date thereof, to buy hemp, which, when rotted and broke, was to be delivered to them, who were then to make a further advance of \$5,000, and, if needed by this respondent, a sum sufficient to pay for two hundred tons of hemp. This respondent was to

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give to the memorialists his acceptances, payable in three or four months, in Boston, which were to be endorsed by the memorialists, and this respondent was to allow them *two and a half per cent. for endorsing and negotiating said bills, interest at the rate of one per cent. per month, the difference of exchange between Lexington, Ky., and Boston, (then seven and a half per cent.) and eight dollars per ton for shipping, baling, and furnishing the bale-rope for that purpose.* The hemp was to be shipped to some responsible house in Boston, to be agreed upon between them, whose duty it should be to take up all the bills drawn on account of the said hemp, and to deliver the said hemp, or the proceeds of the sale of the same, after deducting the amount of the bills aforesaid, to this respondent; the said hemp, however, was to be held in the names of the memorialists, "until all the claims on it, or liabilities for endorsing, shall be satisfied."

The said contract did not authorize the said memorialists to spin or manufacture any of the said hemp into bale-rope, either at Boston or in Kentucky; but in violation of the same, they converted the said hemp into bale-rope, the largest portion of which they shipped to New Orleans and sold. After a small portion of the hemp was rejected by the government agents at Boston, the memorialists took possession of all the hemp at the pools in Kentucky, and that which had been rotted and broke, and converted the same to their own use, although this respondent begged and entreated them to make no disposition of the same until he could proceed to Washington city and lay all the facts before the then Secretary of the Navy, in whose justice he had great confidence, and endeavor to get the unjust order of rejection set aside. The memorialists, however, refused to grant this reasonable indulgence, although this respondent stated to them that it was distinctly understood between Mr. Paulding, the Secretary of the Navy, and himself, that his hemp should not be rejected, which fact is fully corroborated by the letter of Mr. Paulding of the 8th of March, 1848, here produced as part of this answer, (marked B,) and that he was satisfied that, although Mr. Paulding had then left the Navy Department, his successor would repair the injury.

The memorialists paid no attention to the request and protest of this respondent, in consequence of which the said hemp was sacrificed, and bills for a large amount came against him for payment. Before filing his memorial to Congress, praying relief for the violation of his contract, this respondent requested the memorialists to furnish him with their account against him, in order that he might be able to present in his memorial a true and correct estimate of the losses sustained, and recover an amount sufficient to indemnify them, as well as himself. But the memorialists paid no attention to his repeated applications for that purpose, and refused to extend to him any aid towards the prosecution of the said claim, in which this respondent has been engaged for the last five years, at an expense of \$2,300. Besides the time consumed in prosecuting the said claim before Congress, he was engaged in the process of water-rotting hemp for seven years, at great loss and expense, to the exclusion of all other business.

At the time his hemp was rejected, as aforesaid, he thinks there must have been at least eighty-six tons of water-rotted hemp on hand and at the pools, all of which was taken possession of by the said memorialists, which, at the price agreed to be paid for it by the government, would have been

worth \$26,000, not one dollar of which has been received by this respondent. This respondent had then fully succeeded in overcoming the prejudices of the farmers of the hemp-growing region of Kentucky against the process of water-rotting, and had made contracts with them to deliver from three to five hundred tons of hemp at two hundred dollars per ton; so that if the said memorialists had acted in good faith, and carried out the spirit of their contract with this respondent, he is certain that he would long since have realized a profit of at least fifty thousand dollars out of the contracts which he had made with the Secretary of the Navy. But in consequence of the refusal of the memorialists to aid in getting the order of rejection set aside, and their harsh and merciless procedure in taking possession of and sacrificing the said hemp, this respondent was prostrated in his business and credit. If the act for his relief, now before your honorable body, becomes a law, he intends to retain a small amount of the sum specified in the same, for his own use, and will distribute the balance among his bona fide creditors. This respondent thinks the memorialists have no equitable claim against him, but are justly liable to him in damages for the breach of their contract; yet, under threats that his bill *should be defeated, if the claim set up against him by them*, which exceeds in amount the sum specified in said bill, was not paid, in his distress he offered a liberal compromise, which was refused. This respondent has been transacting business with his fellow-citizens for some thirty years, and he trusts he has never exhibited, and never shall exhibit, any such insensibility to his just pecuniary obligations, either legal or moral, as to render it necessary for your honorable body to depart from your ordinary legislative duties to assume those legitimately belonging to the courts, through the ordinary process of law. This respondent humbly prays that your honorable body will pass the bill for his relief, for the amount and in the shape in which it came from the House of Representatives. All of which is respectfully submitted for your consideration.

DAVID MYERLE.

WASHINGTON, May 12, 1848.

A.

Memorandum of a contract entered into between David Myerle and Montmollin & Cornwall, this 25th day of August, 1840.

1st. Montmollin & Cornwall agree to advance to said Myerle five thousand dollars, within sixty days from this date, to buy hemp, which, when rotted and broke out, shall be delivered to them, (M. & C.) Montmollin & Cornwall will then make a further advance of five thousand dollars; and on receipt of the hemp which this second advance will have paid for, they (M. & C.) agree to make further advances on the same terms and conditions, (if needed by the said Myerle,) until they will have furnished an amount sufficient to pay for two hundred tons.

2d. David Myerle agrees to give Montmollin & Cornwall his acceptances, payable in three or four months, in the city of Boston, to enable them to make the advances named above; and he also agrees to allow them (M. & C.) two and a half per cent. for endorsing and negotiating

his bills, and one per cent. per month interest on them, and the difference of exchange between Lexington and Boston.

3d. David Myerle binds himself to deliver the hemp to Montmollin & Cornwall as soon as rotted and broke out, and that it shall be shipped by them, and held in their names, until all their claims on it, or liabilities for endorsing, shall be satisfied.

4th. David Myerle agrees to pay Montmollin & Cornwall eight dollars per ton for baling and shipping the hemp, and furnish the bale-rope necessary for baling it.

5th. He also agrees that the hemp shall be shipped to some responsible house in Boston, on which both parties shall agree, whose business it shall be to take up all bills drawn on account of it; after which, said firm in Boston shall deliver the hemp, or proceeds of the sale of it, to said Myerle.

(Erasure made before signing.)

DAVID MYERLE.

MONTMOLLIN & CORNWALL.

Attest:

WM. CORNWALL.

DISTRICT OF COLUMBIA, *Washington county, to wit:*

This day David Myerle personally appeared before the undersigned, a justice of the peace within and for the county aforesaid, and made oath that the foregoing is a true copy of the contract between himself and Messrs. Montmollin & Cornwall, and is the same "written contract" referred to in the memorial of the said Montmollin & Cornwall, lately referred to the Committee on Naval Affairs of the United States Senate.

DAVID MYERLE.

Subscribed and sworn to before me, this 13th day of May, A. D. 1848.

D. SAUNDERS, *J. P.*

B.

HYDE PARK, DUCHESS COUNTY, *March 8, 1848.*

DEAR SIR: I have received your letter of the 4th instant, accompanied by a memorial to Congress asking some remuneration for losses sustained in your zealous and successful efforts to supply the United States with American water-rotted hemp, and giving a detailed statement of the circumstances preceding, attending, and following your operations. So far as I am connected with your statement, and so far as I can depend upon my recollection, after the lapse of so many years, the details are correct, except that I feel assured, that however strong may have been my desire to introduce the manufacture of domestic water-rotted hemp into the United States, I could not have given you any assurance of doing anything for your encouragement that was not sanctioned by law. Your memorial does not state with sufficient clearness that I had left the department previous to the rejection of your hemp at Boston, and I think leaves an impression on the mind of the reader that I failed in fulfilling my pledge to you. This I deny. Had I been at the head of the Navy Department

at the time your hemp was rejected, I would most assuredly have taken upon myself the responsibility of directing it to be received, notwithstanding it was reported somewhat inferior—not in quality, I believe, but in cleanliness, or something of that sort. I have always suspected that wrong was done you by the persons who made the trial, in consequence of some secret influence exercised over them; and this suspicion was verified to me by the late Commodore Nicholson, about three years ago. The commodore succeeded to the command of the yard at Boston, and assured me you had not justice done you in the trial. Satisfied of the great importance of the object aimed to be accomplished, had I not been prevented by a political revolution, I would have fulfilled every pledge I made you to the very letter, and at least saved you from any loss, after all the labor and risk you incurred. You were the very man I wanted for such an undertaking; you were neither too prudent nor too rash; you were willing to risk the labor of an experiment at that time considered almost hopeless; and you had the best of all support—a reliance on Providence. I saw at once you would succeed, if any man could; and you did succeed, where I verily believe not another man in the United States would have done so. You sowed the hemp-seed, but, as usual in such cases, the blackbirds and crows plundered the harvest. I hope, however, you may yet succeed in gleaning some little pittance from the field of your labors, and that Congress will at length give you a ride on Amy Dardin's horse, which won the race at last.

I am, dear sir, your sincere well-wisher,

J. K. PAULDING.

To DAVID MYERLE, Esq., *Washington.*

